

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veniti, Inc.		08/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boston Scientific Scimed, Inc.		
Street Address:	One Scimed Place		
City:	Maple Grove		
State/Country:	MINNESOTA		
Postal Code:	55311		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87228241	ECR+S	
Serial Number:	85764480	VICI VENOUS STENT	
Serial Number:	85445975	VENITI	
Serial Number:	86905547	VICI VERTO VENOUS STENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	763-494-1722		
Email:	trademarks@bsci.com		
Correspondent Name:	Michelle R. Anderson		
Address Line 1:	One Scimed Place		
Address Line 4:	Maple Grove, MINNESOTA 55311		
ATTORNEY DOCKET NUMBER:	Veniti TM's to BSSI		
NAME OF SUBMITTER:	Michelle R. Anderson		
SIGNATURE:	/michelleranderson/		
DATE SIGNED:	11/19/2019		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property (“Assignment”) effective as of August 10, 2018, by Veniti, Inc., a Delaware corporation (“Assignor”), to Boston Scientific Scimed, Inc., a Minnesota corporation (“Assignee”).

Background

WHEREAS, pursuant to a plan to restructure the operations of Assignor and consolidate the ownership of certain intellectual property rights under Assignee, Assignor desires to assign and transfer to Assignee all of Assignor’s interest in such intellectual property rights in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of the date hereof, Assignor distributed to its sole shareholder, Assignee, such intellectual property rights (the “Dividend”); and

WHEREAS, this Assignment is necessary to effectuate the Dividend.

NOW, THEREFORE, in consideration of and subject to each of the covenants, terms and conditions hereinafter set forth, Assignor and Assignee hereby agree as follows:

ARTICLE I – DEFINITIONS.

Section 1.1 “Intellectual Property Rights” means any intellectual and industrial property rights of any type or nature in any jurisdiction throughout the world, including without limitation:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, together with the invention(s) disclosed therein, including all issuances, reissues, extensions, reexaminations, renewals, divisions, substitutions, continuations or continuations-in-part of such patents, all patents which claim priority to said patents and all associated rights under the International Convention;
- (b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (c) rights in copyrightable subject matter or protectable designs, including, but not limited to, copyrights and copyright applications;
- (d) trade secrets, know-how, formulae, methods, techniques, and processes;
- (e) computer programs or data in computerized form, whether in object code, source code or other form; and
- (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or

otherwise, whether or not registered or registrable and including all applications (or rights to apply) for and renewals and extensions of such rights.

Section 1.2 “Veniti Intellectual Property” means Assignor’s entire right, title and interest in and to Intellectual Property Rights that are owned by Assignor, including, but not limited to, the patents and patent applications listed on Schedule A and the trademarks and trademark applications listed on Schedule B.

Section 1.3 “Licensed-In Intellectual Property” means Assignor’s entire right, title and interest in or to Intellectual Property Rights that are owned by a third party and licensed or granted to Assignor.

ARTICLE II– ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys absolutely unto Assignee:

(a) all its right, title and interest in the Veniti Intellectual Property free from all encumbrances;

(b) all its right, title and interest in the Licensed-In Intellectual Property (but solely to the extent transfer is permitted by the applicable agreements); and

(c) all benefits, privileges, causes of action, common law rights, and remedies relating to the foregoing throughout the world, including, without limitation, all of Assignor’s rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) for past, present and future infringement or other violation thereof, and (iii) grant licenses or other interests therein.

Section 2.2 Recordation and Cooperation in Transfer. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment. Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed. Nothing herein shall effect the transfer or assignment of any agreement or other Licensed-In Intellectual Property to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Licensed-In Intellectual Property, but the Assignor shall take such actions as are necessary to place Assignee, to the extent possible, in the same position economically as if such agreement or other Licensed-In Intellectual Property had been transferred as contemplated hereby.

ARTICLE III- MISCELLANEOUS.

Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

Section 3.2 Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors, assigns and/or other legal representatives.

Section 3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

Veniti, Inc.

By

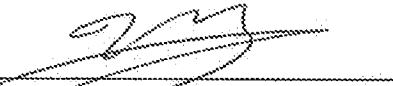

Mark R. Slicer

Vice President and Corporate Controller

Accepted and agreed:

Boston Scientific Scimed, Inc.

By


Vance R. Brown

Vice President and Secretary

Schedule A

Veniti Patents and Patent Applications

Country	Title	Application No. Patent No.	Filing Date
AU	Bi-Directional Stent Delivery System	2011264873 2011264873	6/8/2011
AU	Bi-Directional Stent Delivery System	2016201099 2016201099	6/8/2011
AU	Bi-Directional Stent Delivery System	2016201100	6/8/2011
AU	Bi-Directional Stent Delivery System	2018202535	6/8/2011
CA	Bi-Directional Stent Delivery System	2801726 2801726	6/8/2011
CN	Bi-Directional Stent Delivery System	201180037918.8	6/8/2011
EPO	Bi-Directional Stent Delivery System	11793126.1	6/8/2011
JP	Bi-Directional Stent Delivery System	2013-514350 5901619	6/8/2011
JP	Bi-Directional Stent Delivery System	2016-044814	6/8/2011
JP	Bi-Directional Stent Delivery System	2016-044816	6/8/2011
US	Stent Delivery System with Bi-Directional Deployment	61/352,408	6/8/2010
Singapore	Bi-Directional Stent Delivery System	2012089397 186181	6/8/2011
Singapore	Bi-Directional Stent Delivery System	10201504513Y	6/8/2011
US	Bi-Directional Stent Delivery System	12/911,604 8,864,811	10/25/2010
US	Bi-Directional Stent Delivery System	13/156,327 9,301,864	6/8/2011
US	Bi-Directional Stent Delivery System	14/487,923 9,314,360	9/16/2014
US	Bi-Directional Stent Delivery System	14/982,757	12/29/2015
PCT	Bi-Directional Stent Delivery System	PCT/US2011/039688	6/8/2011
Brazil	Systems and Methods for Stent Delivery	112017022847	4/21/2016
EPO	Systems and Methods for Stent Delivery	16783843.2	4/21/2016
JP	Systems and Methods for Stent Delivery	2017-555370	4/21/2016
US	Systems and Methods for Stent Delivery	62/150,638	4/21/2015
US	Systems and Methods for Stent Delivery	15/135,251	4/21/2016
PCT	Systems and Methods for Stent Delivery	PCT/US2016/028613	4/21/2016
EPO	Medical Balloon with Reinforcement Structure	17741912.4	1/19/2017
US	Medical Balloon with Reinforcement Structure	62/280,984	1/20/2016
US	Medical Balloon with Reinforcement Structure	15/410,236	1/19/2017
PCT	Medical Balloon with Reinforcement Structure	PCT/US2017/014109	1/19/2017
CN	Mechanically Assisted Stent Delivery System	201780021644	3/29/2017
EPO	Mechanically Assisted Stent Delivery System	17776560.9	3/29/2017
JP	Mechanically Assisted Stent Delivery System		3/29/2017
US	Mechanically Assisted Stent Delivery System	62/314,804	3/29/2016
US	Mechanically Assisted Stent Delivery System	62/334,010	5/10/2016

US	Mechanically Assisted Stent Delivery System	15/472,990	3/29/2017
PCT	Mechanically Assisted Stent Delivery System	PCT/US2018/020777	3/29/2017
US	Drug Covered Stent	62/618,461	1/17/2018
US	Braided Stent	62/466,641	3/3/2017
US	Braided Stent	62/466,728	
US	Braided Stent	15/911,002	3/2/2018
PCT	Braided Stent	PCT/US2018/020777	3/2/2018
Brazil	Stent with Support Braces	112013006721-7	9/23/2011
CN	Stent with Support Braces	201180056195	9/23/2011
CN	Stent with Support Braces	201611017886	9/23/2011
EPO	Stent with Support Braces	11827664.1	9/23/2011
JP	Stent with Support Braces	2013-530376 6173913	9/23/2011
JP	Stent with Support Braces	2017-132051	9/23/2011
JP	Stent with Support Braces		9/23/2011
US	Braced Stent with Compressed Column Strength	61/386,337	9/24/2010
US	Stent with Support Braces	12/949,609 9,233,014	9/23/2011
US	Braced Stent with Compressed Column Strength	13/244,151	9/23/2011
PCT	Stent with Support Braces	PCT/US2011/053123	9/23/2011
US	Alternating Circumferential Bridge Stent Design and Methods for Use Thereof	15/595,831	5/15/2017

Schedule B

Veniti Trademarks and Trademark Applications

Mark Country	Serial No.	Registration Date	Registration No.
ECR+S EU	06324386	6/8/2017	06324386
ECR+S US	87/228241	6/8/2017	
VENI RF PLUS EU	011519675	6/21/2013	011519675
VENITI EU	011519642	6/21/2013	011519642
VENITI US	85/445975	3/31/2015	4,712,757
VENIVUS US	011519741	6/21/2013	011519741
VERTO STENT SYSTEM EU	016324402	6/8/2017	016324402
VICI VENOUS STENT US	85/764480	12/23/2014	4,660,111
VICI VERTO VENOUS STENT EU	015744212	12/13/2016	015744212
VICI VERTO VENOUS STENT US	86/905547	9/5/2017	5,282,036